

CC LEASING CORPORATION

300 St. Paul Place
Baltimore, Maryland 21202
(301) 332-3000

May 30, 1978

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

9410
RECORDATION NO. _____ Filed & Recorded

MAY 31 1978 -2 35 PM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

I hand you herewith an original and two fully executed copies of the instrument described below and request that you record it among the records maintained in your office.

1. Type of Document: Assignment and Chattel Mortgage
2. Parties: Assignor and Mortgagor, Rex Railways, Inc.,
616 Palisade Avenue, Englewood Cliffs,
New Jersey

Assignee and Mortgagee, CC Leasing Corporation, 300 St. Paul Place, Baltimore,
Maryland 21202
3. Equipment Covered: 100 50 ft. 6 in. 70 ton capacity
general service Boxcars manufactured by FMC Corporation
bearing numbers of Lamoille
Valley Railroad Company through
LVRC 3000 through LVRC 3099,
inclusive
4. Lease Assigned: Railroad Equipment Lease, dated
February 1, 1978 between Lamoille
Valley Railroad Company as Lessee
and the Assignor, Mortgagor as
Lessor, recorded in your office on
March 6, 1978, 9:20 a.m. and assigned
recordation #9264 *Cross index*

I am an executive officer of the Mortgagee, having knowledge of the matters set forth herein and request that you return the original document to me at the address shown above.

Very truly yours,

A. Keith McClung, Jr.
A. Keith McClung, Jr.
Vice President-Counsel

AKM/ss
enclosures

8-151A099

MAY 31 1978

Costo _____
Fee \$ *56*

CC Washington, D. C.

AKM/ss
5/26/78

9410

RECORDATION NO. Filed & Recorded

ASSIGNMENT AND CHATTEL MORTGAGE

MAY 31 1978 -2 35 PM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND CHATTEL MORTGAGE, made and entered into as of the 1st day of June, 1978 by and between REX RAILWAYS, INC., a New Jersey corporation of 616 Palisade Avenue, Englewood Cliffs, Hudson County, New Jersey (sometimes hereinafter referred to as "Mortgagor") to CC LEASING CORPORATION, a Delaware corporation of 300 St. Paul Place, Baltimore, Maryland (sometimes hereinafter referred to as the "Mortgagee").

WHEREAS, the LAMOILLE VALLEY RAILROAD COMPANY, a Vermont railroad corporation of Morrisville, Vermont (sometimes hereinafter referred to as "Lessee") is engaged in the business of operating a railroad from Swanton to St. Johnsbury, in the state of New York, and

WHEREAS, Lessee wished to acquire the use of the railroad boxcars described in Exhibit 1, attached hereto and by reference made a part hereof, which are sometimes hereinafter referred to as the "Boxcars", and

WHEREAS, Mortgagor has purchased the Boxcars from FMC Corporation and leased the same to Lessee pursuant to a Railroad Equipment Lease dated February 1, 1978 (sometimes hereinafter referred to as the "Lease") which Lease was recorded pursuant to the provisions of section 20(c) of the Interstate Commerce Act with the Secretary of the Interstate Commerce Commission on March 6, 1978 at 9:20 a.m. and assigned recordation #9264, reference to which is here made, and

WHEREAS, Mortgagor wishes to receive an advance from Mortgagee in connection with the purchase of Boxcars and secure the same by a mortgage of and security interest on the Boxcars and an assignment of the Lease and all sums due and to become due thereunder, and

WHEREAS, Mortgagee is willing to provide such an advance upon the terms and conditions hereof.

NOW, THEREFORE, THIS ASSIGNMENT AND CHATTEL MORTGAGE, WITNESSETH:

That for and in consideration of the mutual promises herein contained and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. Advance. Concurrently herewith, Mortgagee has advanced the sum of \$2,984,400.00, hereinafter referred to as the "Advance", to Mortgagor, and Mortgagor acknowledges the receipt thereof. Mortgagor shall repay such advance in consecutive monthly installments as follows, commencing on the first day of July, 1978:

a. Sixty equal consecutive monthly repayments of Advance and interest, each in the amount of \$35,588.03, which repayments include interest at the rate of 10.75% per annum, the prompt payment of all of which installments shall reduce the unrepaid Advance to \$2,285,106.98.

b. Eighty-four consecutive repayments of Advance, each in the amount shown on Exhibit 2 attached hereto and by reference made a part hereof (numbered 61-144 inclusive) together with interest at the Prime Rate, as defined and adjusted as hereinafter provided, plus 2½%, and

c. A 145th repayment of Advance in the amount of \$403,195.03 with interest at the Prime Rate plus 2½%.

2. Prime Rate. The Prime Rate means the rate of interest charged from time to time by a majority of the five leading New York City banks to their prime commercial customers which are non-banking financial institutions such as Commercial Credit Company. Whenever a change in the Prime Rate occurs, the rate of interest hereunder in effect for the repayments of advance described in subparagraphs 1(b) and 1(c) shall be changed in a like amount,

~~but in no event shall the applicable rate of interest hereunder be decreased below xxxxxxxx percent per annum~~ and in no event shall it exceed that which Mortgagee may lawfully enforce against Mortgagor. (ms)

3. Mortgage, Assignment and Security Interest. Mortgagor hereby bargains, sells, assigns, delivers and sets over unto and grants a security interest to Mortgagee in and to the Lease, all instruments, documents, and writings relating thereto and all rentals, payments and amounts now and hereafter due from the Lessee thereunder and further mortgages and grants a security interest in the Boxcars, all attachments, additions and accessions thereto, improvements, repairs, and replacements thereon together with the products and proceeds of all of the foregoing which are collectively hereinafter referred to as the "Collateral", to secure the repayment of the Advance and all the interest thereon, the payment of all other sums now or hereafter owing from Mortgagor to Mortgagee and the performance of all the terms, conditions, promises, warranties and agreements, now or hereafter in effect between Mortgagor and (ms)

Mortgagee. So long as Mortgagor is not in default hereunder, it may collect and receive all rentals under the Lease for its own use.

4. Warranties and Covenants. Mortgagor hereby represents, warrants and covenants to and with Mortgagee that:

a. Mortgagor is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, with corporate powers and authority to own its respective properties and carry on its respective businesses as now being conducted.

b. Mortgagor is duly qualified to transact business and hold property in the jurisdictions where necessary to perform this Assignment and Chattel Mortgage and the Lease.

c. Mortgagor has full power, authority and legal right to enter into and perform this Assignment and Chattel Mortgage and the Lease and the execution, delivery, and performance of all thereof have been duly authorized by all necessary corporate action on the part of Mortgagor. do not require any stockholder approval of the approval or consent of any trustee or holder of any indebtedness or obligation of Mortgagor or of any governmental entity or agency including, without limitation, the Interstate Commerce Commission, or such required approvals and consents have heretofore been duly obtained, and do not contravene any law, governmental rule, regulation, order or ordinance of any governmental entity having jurisdiction or the Certificate of Incorporation or By-Laws of Mortgagor and

do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Mortgagor is a party or by which it or its property is bound.

d. There is no pending or threatened actions or proceedings before any court or administrative agency which will materially, adversely affect the condition, business, or operation of Mortgagor or the ability of Mortgagor to perform its obligations under this Assignment and Chattel Mortgage or the Lease.

e. The Collateral is free and clear of all claims, liens, security interests, encumbrances of any kind or character except the rights of the Lessee under the Lease and the same shall be and remain free of all claims, liens, security interests and encumbrances so long as there is any sum owing hereunder.

f. Mortgagor has and will comply with and duly and promptly perform all the obligations of the Lessor under the Lease and all related documents and instruments.


g. The Lease delivered to Mortgagee herewith is the original thereof and constitutes the entire writing, obligation and agreement between Mortgagor and the Lessee respecting the Boxcars, the lease thereof and the payment therefor by Lessee and Mortgagor.

h. Lessee is a railroad corporation duly organized, validly existing and in good standing in the state of Vermont, with corporate powers and authorities to carry out its business are now being conducted.

i. Lessee has full power, authority and legal right to enter into and perform its obligations under the Lease and the execution, delivery and performance thereof has been duly authorized by all necessary corporate actions on the part of Lessee, does not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligation of Lessee or of any governmental entity or agency, including without limitation, the Interstate Commerce Commission or such required approvals and consents have heretofore been duly obtained and the Lease does not contravene any law, governmental rule, regulation, order or ordinance of any governmental entity having jurisdiction or the certificate of incorporation or by-laws of Lessee and does not and will not result in any breach or constitute a default under any indenture, mortgage, contract agreement or instrument to which the Lessee is a party or by which it or its property is bound and the Lease constitutes the valid, legal and binding agreement of Lessee enforceable in accordance with each and all of its terms.

j. Mortgagor shall cause Lessee to keep, pay, and perform all of its obligations under the Lease and promptly notify Mortgagee in writing of any default or breach thereunder by a Lessee which

is not cured or removed within 30 days after its occurrence.

5. Insurance. Mortgagor will or will cause the Boxcars to be insured at all times against hazards with companies in amounts and with policy terms and conditions acceptable to Mortgagee. All such policies shall be endorsed to make same payable first to Mortgagee as its interest may appear and to provide Mortgagee 30 days prior written notice from the insurer of the termination or cancellation of such insurance. In the event of any loss under such policies and insurance, the insurers named therein are directed by Mortgagor to make payment for such loss to Mortgagee and not to Mortgagee and Mortgagor jointly. All insurance proceeds received by Mortgagee may in its discretion be applied and credited to the repayment of advances hereunder in the adverse order of maturity. However, any such insurance proceeds, payable with respect to a particular Boxcar or Boxcars, which are repairable shall be paid by Mortgagee to Mortgagor upon satisfactory proof that the damage to such Boxcars has been fully repaired and the same are in good operable condition. If any Boxcar is destroyed, lost or damaged beyond repair Mortgagor shall immediately subject another Boxcar or other acceptable goods to the lien and security interest hereunder or repay a prorata amount of the Advance ^{through insurance proceeds or otherwise} which shall be applied to the last maturing installments hereunder. If Mortgagor is then in default under this Assignment and Chattel Mortgage, it shall not have the option of substituting other boxcars or goods but shall make such repayment of Advance. 

6. Taxes. Mortgagor shall pay all taxes, governmental charges and assessments on or connected with the Lease and the Boxcars (other than net income taxes of Mortgagee) and shall prepare and file all tax returns and other instruments required in con-

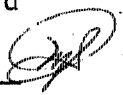
nection therewith.

7. Maintenance. Mortgagor will or will cause the Boxcars to be maintained in good operable condition, complying with all applicable rules and regulations of any governmental entity, or other organization having jurisdiction.

8. Insurance, Repairs, Taxes and Maintenance by Mortgagee. If Mortgagor fails to keep the Collateral free and clear of all claims, liens, encumbrances and charges other than the rights of the Lessee under the Lease and this Assignment and Chattel Mortgage or to pay any taxes, governmental charges or assessments thereon, or keep the Boxcars in good order and repair or fully insured as herein required, then Mortgagee may, at its discretion, but shall not be required, discharge such claim, lien and encumbrance or pay such tax, assessment or charge or procure and maintain such insurance or make such repairs as it deems advisable and all sums thus expended or otherwise expended to protect the interests of Mortgagee shall be repayable to it by Mortgagor on demand and if not so repaid, shall be added to the Advance and bear interest and be secured in like manner with the Advance.

9. Recording and Filing. Mortgagor shall at its expense cause this Assignment and Chattel Mortgage, any amendments or supplements hereto or financing statements respecting the same to be filed, recorded, deposited, refiled, re-recorded or re-deposited, if necessary, with the Interstate Commerce Commission and any other office where requested by Mortgagee, for the purpose of protecting, perfecting, and preserving Mortgagee's interest in the Collateral and carrying out the purposes of this Assignment and Chattel Mortgage. Mortgagor will promptly furnish to Mort-

gagee, certificates or other evidence of such filing, recording, or depositing and certificates of public officers or opinion of counsel with respect thereto concerning the existence of prior claims, liens or encumbrances with respect to the collateral.

10. Records and Information. Mortgagor will keep its books and records in accordance with generally accepted accounting principles consistently applied and from time to time upon Mortgagee's request will furnish Mortgagee with such information concerning the Collateral and Mortgagor's financial condition as Mortgagee may from time to time request. Without limiting the generality of the foregoing, Mortgagor will within 60 days following the close of each quarter annual accounting period of each fiscal year furnish to Mortgagee operating and financial statements including the balance sheet, profit and loss statement and earned surplus statement, reflecting its condition as of the close of such quarter and within 90 days following the end of each fiscal year shall furnish to Mortgagee a statement certified by an independent certified public accountant which shall include a balance sheet, profit and loss statement, earned surplus statement, and the annual operating statement of Mortgagor. In addition, Mortgagor hereby authorizes all federal, state and local governmental authorities to furnish Mortgagee copies of any reports or examinations made by or filed with any of them. Mortgagor authorizes, empowers, and directs to Ocean Data Systems, Inc. of Route 9W, Box 128, Glenmont, New York 12077  to furnish from time to time, upon request by Mortgagee all information available respecting the Collateral, the location of Boxcars, amounts per diem and other charges earned in connection therewith,

report or access by a computer terminal furnished by Mortgagee.

11. Collections. At all times Mortgagor shall cause all Car Hire Reports, Drafts, Remittances, Instruments and payments of any kind or character arising from or in connection with the Boxcars (hereinafter called "Car Hire Earnings") to be delivered to Post Office Box 968, Englewood Cliffs, New Jersey (hereinafter called the "Post Office Box"). Mortgagor shall cause the Car Hire Earnings to be removed from the Post Office Box at regular intervals and be promptly deposited in Account Number 119-026-27-9 entitled "Lamoille Valley Railroad Company Special Account" at the United Jersey Bank located at 750 Palisade Avenue,
Englewood Cliffs New Jersey (hereinafter the "Bank Account"). The Post Office Box shall at all times be rented in Mortgagee's sole name with the rentals paid annually in advance by Mortgagor and evidence thereof furnished to Mortgagee. Mortgagee and its officers from time to time designated by it, shall be authorized to withdraw funds from the Bank Account and such authorization shall not be revoked, withdrawn or rescinded except on 90 days prior written notice in writing to Mortgagee. So long as there exists no Event of Default hereunder Mortgagor shall have access to the Post Office Box and withdraw funds from the Bank Account.

12. Default. a. Any one or more of the following shall constitute an Event of Default under this agreement. (i) default by Mortgagor in the repayment of any installment of Advance or any interest thereon, or in the payment of any other sum now or hereafter due from Mortgagor to Mortgagee, which shall continue for a period of 15 days after notice thereof in writing. (ii) any statement, representation, warranty, covenant, or agreement made by Mort-

gagor hereunder or pursuant hereto or any report, certificate financial or other statement furnished pursuant hereto is incorrect in any material respect and, in the case of a breach of warranty, the same is not cured within 30 days after written notice thereof to Mortgagor. (iii) Mortgagor defaults in the performance, payment or observance of any term, condition, covenant, warranty, or agreement contained herein or in any other agreement which now or hereafter in effect between it and Mortgagee and the same is not cured within 30 days after written notice thereof. (iv) The Lease is terminated or cancelled by reason of any act, omission or agreement of Mortgagor. (v) A petition is filed by or against Mortgagor under the Bankruptcy Act or any present or future amendment thereto or for the appointment of a receiver or trustee or for re-organization, arrangement, dissolution, or liquidation of Mortgagor or Mortgagor is adjudicated, insolvent, or bankrupt and in the case of any proceeding filed against Mortgagor, the same is not stayed or dismissed within 60 days. (vi) if a tax lien be filed against Mortgagor or any of the Collateral and the same is not released within 60 days.

b. Upon the happening of an Event of Default, Mortgagee may, at its election, declare the entire unrepaid Advance, together with all interest thereon and all costs, expenses and fees, including attorney's reasonable fees incurred by it to protect, preserve and enforce its rights hereunder, recover possession of the Collateral or any of it or to obtain or enforce payment of any of the foregoing shall all immediately become due and payable to Mortgagee.

13. Remedies. In the event Mortgagee shall exercise its election under paragraph 11(b) of this Assignment and Chattel Mortgage, it shall have all of the following rights and remedies and may exercise the same alternatively or concurrently until all sums secured hereby have been paid in full:

a. Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in New Jersey.

b. Mortgagee may demand immediate possession of the Boxcars and shall designate a reasonable point or location to which Mortgagor shall, at its expense, forthwith cause the Boxcars to be moved and shall there deliver the same or cause the same to be delivered to Mortgagee. Mortgagor shall, without charge to Mortgagee, provide the necessary facilities at such point to store the Boxcars pending the sale or other disposition thereof and furnish the use of any of its facilities for such purposes. This agreement to deliver the Boxcars and furnish facilities is of the essence to this Assignment and Chattel Mortgage and upon any application or any court of equity having jurisdiction Mortgagee shall be entitled to a decree requiring specific performance hereof.

c. Mortgagee may, at its election, retain the Collateral in satisfaction of the repayment of the Advance and interest thereon and make such disposition thereof as it deems fit. Mortgagee shall furnish Mortgagor written notice of its election

to do so as hereinafter provided and to any other person to whom the law may require such notice to be given, 30 days in advance of such retention. If no objection is made thereto within 30 days after said notice and all of Mortgagor's rights in and to the collateral shall thereupon terminate, however, if before said 30 day period has elapsed, Mortgagor or other persons entitled to such notice shall pay or cause to be paid to Mortgagee the total amount secured hereby, then the right to the possession of the collateral shall pass and vest in Mortgagor.

d. Mortgagee may sell, lease or dispose of the Collateral or any part thereof in any commercially reasonable manner. Any such sales may be public or private, at such place or places and such time or times as Mortgagee may elect. The sale may be in one lot or as an entirety or in separate lots, without the necessity of having the Collateral present at the place of sale. Mortgagee shall give Mortgagor and others entitled by law, notice of the time and place of any public sale or the date after which any private sale or any other disposition shall occur, at least 10 days in advance, (it being agreed that the same is reasonable notification thereof) and at any public sale, Mortgagee may become the purchaser of the Collateral being sold.

e. Mortgagee shall have the right to collect all sums then and thereafter due from the Lessee under the Lease including without limitation the Car Hire Earnings (subject to the interest of Lessee). It may forthwith cause Car Hire Earnings to be directed to a location or address other than the Post Office Box

and publish or cause to be published notice thereof in The Official Railway Equipment Register and elsewhere it may deem appropriate. It may withdraw all amounts deposited in the Bank Account, which as additional security is hereby assigned, pledged, and subjected to a security interest in favor of Mortgagee. Mortgagor irrevocably constitutes and appoints Mortgagee and any present or future officer or agent of the Mortgagee, as its lawful attorney, with full power of substitution and resubstitution, and in the name of the Mortgagor or otherwise, to collect and to sue in any court for payments due under the Lease, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Lease upon any terms, all without notice to or assent of the Mortgagor, and, further, to take possession of and to endorse in the name of the Mortgagor any instrument for the payment of money received on account of the payments due under the Lease or to exercise any other power or privilege of Mortgagor under or in connection with the Lease.

f. Any and all other rights and remedies provided for the collection of debt or the enforcement of contracts available at law or equity.

g. The proceeds of any sale or leasing of the Collateral pursuant to this section shall be applied in the following order:

- (i) The cost of Mortgagee in retaking, storing, preserving and preparing for sale or leasing including court costs and reasonable attorney's fees.
- (ii) The unrepaid Advance, all accrued interest thereon and all other sums secured hereby and
- (iii) The surplus, if any, after

paying the foregoing shall be paid to Mortgagor and Mortgagor shall forthwith pay Mortgagee any deficiency.

14. Marking Boxcars. Mortgagor shall or shall cause Lessee the Boxcars to be numbered at all times with Lessee's identifying number as set forth in Exhibit 1 hereto and shall cause each side of such Boxcar to be kept plainly, distinctly, permanently, and conspicuously marked by plate or stencil, printed in letters not less than $\frac{1}{2}$ inch in height the following words: "This Boxcar is subject to a Chattel Mortgage and Security Interest in Favor of CC Leasing Corporation, 300 St. Paul Place, Baltimore, MD 21202." If any Boxcar is not presently in the possession of Lessee, Mortgagor shall cause such legend to be affixed or attached on the first occasion on which such Boxcar is on the railroad lines of Lessee.

15. Further Assurances. At any time and from time to time Mortgagor shall execute, deliver, file and record such other document, instruments, writings and papers including without limitation, financing statements and continuation statements, all in form and content acceptable to the Mortgagee, as Mortgagee may request to protect, preserve and enforce its interest hereunder.

16. Late Charges. If any payment or sum to be paid by Mortgagor hereunder is not paid as and when the same is due, such payment shall bear interest at the rate provided for the then current repayment of advance.

17. Notices. Any notice required or permitted hereunder shall be complete upon depositing the same in the United States mail, certified, return receipt requested, postage prepaid and addressed to the party to be affected at the following address:

Mortgagor:

REX RAILWAYS, INC.
616 Palisade Avenue
Englewood Cliffs, NJ

Mortgagee:

CC LEASING CORPORATION
300 St. Paul Place
Baltimore, MD 21202

ATTN: Vice President -
Operations

18. Cost. Mortgagor shall reimburse Mortgagee for all out of pocket expenses in connection with the enforcement hereof or the preservation of any rights hereunder including, without limitation, reasonable attorney's fees, court costs, and expenses.

19. Waiver. Any delay on the part of Mortgagee in exercising any power, privilege, or right hereunder shall not operate as a waiver thereof and no single or partial exercise of any power, privilege or right or remedy shall preclude other or further exercise thereof or the exercise of any other thereof. The waiver of Mortgagee of any default by Mortgagor shall not constitute a waiver of any subsequent or similar default, but shall be restricted to the default so waived.

20. Severability. If any part of this Assignment and Chattel Mortgage shall be found contrary to any law which Mortgagee may seek to apply or enforce or should otherwise be defective or unenforceable, the other provisions hereof shall not be affected thereby but shall continue in full force and effect to which end, all the provisions hereof are declared to be severable.

21. Governing Law. This agreement shall be construed, governed and interpreted in accordance with the laws of the state of Maryland. However, Mortgagee shall be entitled to all rights conferred by Section 20(c) of the Interstate Commerce Act and such additional rights arising out of the filing, recording or depositing hereof by or pursuant to the laws of any jurisdiction of which the same may be filed, recorded or deposited.

22. Amendment. The terms of this agreement shall not be amended, modified or rescinded except by a writing signed by the parties.

23. Assignment. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties hereto. However, Mortgagor shall not assign or transfer this agreement or any interest in the Collateral, without the prior written consent of Mortgagee.

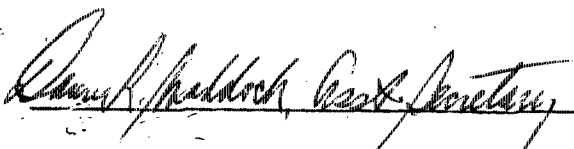
24. Titles. The section Titles in this Assignment and Chattel Mortgage are for convenience only and shall not be used to construe or interpret the provisions hereto.

IN WITNESS WHEREOF, Rex Railroads, Inc. has caused its corporate name to be signed hereto and its corporate seal to be hereunto affixed, all as of the date first above written.

(Corporate Seal)

ATTEST:

REX RAILWAYS, INC.

 Charles R. Spaldock, Asst. Secretary

By  Paul C. Jaita Chairman &
Executive Vice President

Accepted as of the date thereof.

CC LEASING CORPORATION

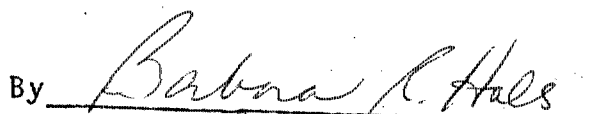
By  Barbara R. Hales
Asst Vice President

EXHIBIT 1

Description of Collateral

100 50 ft. 6 in. 70 ton capacity general service Boxcars
manufactured by FMC Corporation bearing numbers of Lamoille
Valley Railroad Company through LVRC 3000 through LVRC 3099,
inclusive.




EXHIBIT 2

Repayment of Advance

<u>Repayment of Advance #</u>	<u>Amount</u>
61	15117.28
62	15252.71
63	15389.35
64	15527.21
65	15666.31
66	15806.65
67	15948.25
68	16091.12
69	16235.27
70	16380.71
71	16527.46
72	16675.52
73	16824.90
74	16975.62
75	17127.70
76	17281.13
77	17435.94
78	17592.14
79	17749.74
80	17908.74
81	18069.18
82	18231.05
83	18394.37
84	18559.15
85	18725.41
86	18893.16
87	19062.41
88	19233.17
89	19405.47
90	19579.31
91	19754.71
92	19931.68
93	20110.23
94	20290.39
95	20472.16
96	20655.55
97	20840.59
98	21027.29
99	21215.66
100	21405.72



EXHIBIT 2

Page 2

Repayment of Advance #Amount

101	21597.48
102	21790.95
103	21986.16
104	22183.12
105	22381.85
106	22582.35
107	22784.65
108	22988.76
109	23194.70
110	23402.49
111	23612.14
112	23823.66
113	24037.08
114	24252.41
115	24469.68
116	24688.88
117	24910.05
118	25133.21
119	25358.36
120	25585.53
121	25814.73
122	26045.99
123	26279.32
124	26514.74
125	26752.26
126	26991.92
127	27233.72
128	27477.69
129	27723.84
130	27972.20
131	28222.79
132	28475.62
133	28730.71
134	28988.09
135	29247.78
136	29509.79
137	29774.15
138	30040.87
139	30309.99
140	30581.52
141	30855.47
142	31131.89
143	31410.78
144	31692.17

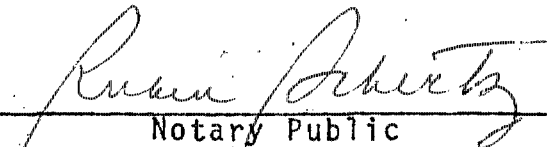
ACKNOWLEDGEMENT

State of New Jersey

County of Bergen ss

On this 30th day of May, 1978, before me personally appeared Mark A. Salitan to me personally known, who being by me duly sworn, says that he is ^{Chairman & Executive} the Vice President of REX RAILWAYS, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)


Notary Public

My commission expires ^{RUBIN SCHERTZ}
^{NOTARY PUBLIC OF NEW JERSEY}
~~May 4, 1982~~

Interstate Commerce Commission
Washington, D.C. 20423

5/31/78

OFFICE OF THE SECRETARY

A. Keith McClung, Jr.
CC Leasing Corporation
300 St. Paul Place
Baltimore, Maryland 21202


Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on **5/31/78** at **2:35pm**,

and assigned recordation number(s) **9410**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)